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6 Attorneys for Plaintiff

7
8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10
11 CONSTRUCTION LABORERS TRUST
FUNDS FOR SOUTHERN
12 CALIFORNIA ADMINISTRATIVE
COMPANY, a Delaware limited liability
13 company,

14 Plaintiff,

15 v.

16
17 MARK THOMAS BATES, an individual
doing business as PACIFIC COAST
18 MARKINGS; PACIFIC COAST
MARKINGS, INC., a California
19 corporation,

20 Defendants.
21

CASE NO. CV15-03292 VAP (DTBx)

**~~[PROPOSED]~~ JUDGMENT
PURSUANT TO STIPULATION
AGAINST DEFENDANTS MARK
THOMAS BATES AND PACIFIC
COAST MARKINGS, INC.**

22
23
24 The parties to this action have filed a stipulation (“Stipulation”) for entry of
25 judgment in favor of plaintiff (“CLTF” where not referenced by its full above-
26 captioned name) and jointly and severally against defendants Mark Thomas Bates
27 (“BATES” where not referenced by his full above-captioned name) and Pacific Coast
28 Markings, Inc. (“PACIFIC INC” where not referenced by its full above-captioned

1 name). Pursuant to the Stipulation and good cause appearing therefore,

2
3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

4
5 **1. JUDGMENT IS ENTERED IN FAVOR OF THE PLAINTIFF,**
6 **CONSTRUCTION LABORERS TRUST FUNDS FOR SOUTHERN**
7 **CALIFORNIA ADMINISTRATIVE COMPANY, a Delaware limited liability**
8 **company,** an administrator of, agent for collection for, fiduciary to, and on behalf of
9 the Laborers Health and Welfare Trust Fund for Southern California, Construction
10 Laborers Pension Trust for Southern California, Construction Laborers Vacation Trust
11 for Southern California, Pavement Stripers and Highway Maintenance Apprenticeship
12 Fund, Fund for Construction Industry Advancement, Center for Contract Compliance,
13 Laborers Contract Administration Trust Fund for Southern California, and Laborers'
14 Trusts Administrative Trust Fund for Southern California (collectively "Trust
15 Funds"), **jointly and severally against defendants MARK THOMAS BATES, an**
16 **individual doing business as Pacific Coast Markings, and PACIFIC COAST**
17 **MARKINGS, INC., a California corporation, for monetary damages in the**
18 **amount of \$27,918.65,** consisting of the principal amount of \$22,277.65 (including
19 \$14,579.44 in unpaid fringe benefit contributions, \$1,578.81 in interest, \$8,917.56 in
20 liquidated damages, and \$35.00 in fees for checks submitted with insufficient funds,
21 minus a credit of \$2,833.16) plus attorneys' fees of \$5,641.00.

22
23 **2. CLTF brought a prior lawsuit in this Court on behalf of the Trust Funds**
24 **against, among others, BATES and PACIFIC INC. ("Prior Lawsuit"). The Prior**
25 **Lawsuit is case number CV13-1631 VAP (DTBx). CLTF, BATES and PACIFIC INC**
26 **stipulated to a judgment in the Prior Lawsuit in favor of CLTF and against BATES**
27 **and PACIFIC INC. The monetary judgment issued hereby in paragraph 1 consists of**
28 **amounts due in addition to amounts encompassed by the Prior Judgment and thus the**

1 monetary damages awarded hereby are cumulative to those awarded in and by the
 2 Prior Judgment. In addition, the monetary judgment issued hereby shall not, and does
 3 not, have *res judicata* effect, operate as a bar or effect any other limitation of any right
 4 of the Trust Funds (including CLTF on their behalf) to determine and collect any
 5 additional amounts due by BATES or PACIFIC INC., regardless of the time period of
 6 accrual of such additional delinquency.

7
 8 **3. FINAL AND PERMANENT INJUNCTIVE RELIEF IS HEREBY**
 9 **GRANTED AS FOLLOWS:** Defendants MARK THOMAS BATES, an individual
 10 doing business as Pacific Coast Markings, and PACIFIC COAST MARKINGS, INC.,
 11 a California corporation, and their managing agents and employees, and all those in
 12 active concert or participation with any one or more of them, are hereby ordered to
 13 submit to full audits of MARK THOMAS BATES, an individual doing business as
 14 Pacific Coast Markings, and PACIFIC COAST MARKINGS, INC., a California
 15 corporation, for the period March 2015 through the date of the audit, to fully
 16 cooperate with CLTF and the Trust Funds with respect to the audits in order for them
 17 to determine the total amount due to the Trust Funds and the hours of work performed
 18 by the Trust Funds' participants and any others entitled to credit toward fringe benefits
 19 from any one or more of the Trust Funds, and, specifically, to produce to CLTF and
 20 the Trust Funds the following payroll and business records – and any other records
 21 determined by CLTF or the Trust Funds to be necessary to conduct a full audit – for
 22 inspection, examination and copying:

23
 24 **3.A.** All of BATES' and PACIFIC INC's payroll and employee records,
 25 as well as any other records that might be relevant to a determination of the work
 26 performed by BATES and PACIFIC INC, their employees, their subcontractors, their
 27 lower-tier subcontractors and the employees of BATES' and PACIFIC INC's
 28 subcontractors and lower-tier subcontractors, including but not limited to payroll

1 journals, employee earnings records, certified payroll records, payroll check books
2 and stubs, cancelled payroll checks, payroll time cards and state and federal tax
3 returns (and all other state and federal tax records), as well as labor distribution
4 journals and any other records that might be relevant to an identification of the
5 employees who performed work for BATES and PACIFIC INC, their subcontractors
6 or lower-tier subcontractors, or which might be relevant to a determination of the
7 projects on which BATES and PACIFIC INC, their employees, their subcontractors,
8 lower-tier subcontractors or the employees of their subcontractors or lower-tier
9 subcontractors performed work, including any records that provide the names,
10 addresses, Social Security numbers, job classification or the number of hours worked
11 by any one or more employee;

12
13 3.B. All of BATES' and PACIFIC INC's job files for each contract,
14 project or job on which BATES and PACIFIC INC, their employees, their
15 subcontractors, their lower-tier subcontractors or the employees of their
16 subcontractors or lower-tier subcontractors worked, including but not limited to all
17 correspondence, agreements and contracts between BATES and PACIFIC INC and
18 any general contractor, subcontractor, owner, builder or developer, as well as all field
19 records, job records, notices, project logs, supervisors' diaries and notes, employees'
20 diaries and notes, memoranda, releases and any other records that relate to the
21 supervision of BATES' and PACIFIC INC's employees, their subcontractors, their
22 lower-tier subcontractors or the employees of their subcontractors and lower-tier
23 subcontractors, or the projects on which BATES and PACIFIC INC, their employees,
24 their subcontractors, their lower-tier subcontractors or the employees of their
25 subcontractors or lower-tier subcontractors performed work;

26
27 3.C. All of BATES' and PACIFIC INC's records related to cash
28 receipts, including but not limited to BATES' and PACIFIC INC's cash receipts

1 journals, accounts receivable journals, accounts receivable subsidiary ledgers and
2 billing invoices for all contracts, projects and jobs on which BATES and PACIFIC
3 INC, their employees, their subcontractors, their lower-tier subcontractors or the
4 employees of their subcontractors or lower-tier subcontractors performed work;

5
6 3.D. All of BATES' and PACIFIC INC's bank statements, including
7 but not limited to those for all checking, savings and investment accounts;

8
9 3.E. All of BATES' and PACIFIC INC's records related to
10 disbursements, including but not limited to vendors' invoices, cash disbursement
11 journals, accounts payable journals, check registers and all other records which
12 indicate disbursements;

13
14 3.F. All collective bargaining agreements between BATES and
15 PACIFIC INC and any trade union, and all records of contributions by BATES and
16 PACIFIC INC to any trade union trust fund; and

17
18 3.G. All records related to the formation, licensing, renewal or
19 operation of BATES and PACIFIC INC.

20
21 4. **FINAL AND PERMANENT INJUNCTIVE RELIEF IS HEREBY**
22 **GRANTED AS FOLLOWS:** Defendants MARK THOMAS BATES, an individual
23 doing business as Pacific Coast Markings, and PACIFIC COAST MARKINGS, INC.,
24 a California corporation, and their managing agents and employees, and all those in
25 active concert or participation with any one or more of them, are hereby ordered to
26 deliver, or cause to be delivered, the following to the Trust Funds' offices no later than
27 4:30 p.m. on the 15th day of each month for the duration of the Agreements:

28 ///

1 4.A. Truthfully and accurately completed monthly fringe benefit
2 contribution reports for each of BATES' and PACIFIC INC's accounts with the Trust
3 Funds in existence at the time of delivery, collectively identifying all persons for
4 whom fringe benefit contributions are owed to the Trust Funds for the previous month
5 and their Social Security numbers, and, itemized by person and project, the hours of
6 work performed for which the fringe benefit contributions are due;

7
8 4.B. For each report submitted, an affidavit or declaration from a
9 managing officer or other managing agent of BATES or PACIFIC INC, as applicable
10 to the specific report, attesting under penalty of perjury to the completeness,
11 truthfulness and accuracy of each monthly fringe benefit contribution report
12 submitted; and

13
14 4.C. A cashier's check or checks made payable to the "Construction
15 Laborers Trust Funds for Southern California" totaling the full amount of fringe
16 benefit contributions due to the Trust Funds for the work performed set forth on the
17 reports submitted.

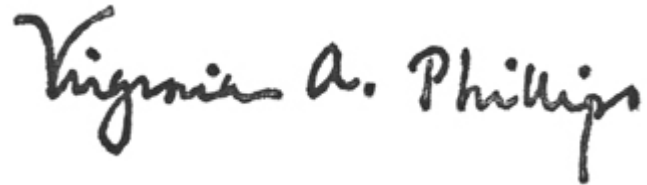
18
19 5. Nothing in this judgment supersedes, negates or otherwise affects the
20 right of the Trust Funds (including CLTF on their behalf) to seek enforcement of any
21 order issued in the Prior Lawsuit, including enforcement of the order issued in the
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1 Prior Lawsuit finding BATES and PACIFIC INC to be in contempt of Court and
2 ordering them to pay certain amounts to CLTF and the Court.

3
4 **THE FAILURE TO COMPLY WITH AN INJUNCTION ISSUED IN**
5 **AND BY THIS JUDGMENT SHALL BE GROUNDS FOR**
6 **CONTEMPT OF COURT.**

7
8 

9 Dated: _October 13,
10 2015_____

By: HONORABLE JUDGE VIRGINIA A. PHILLIPS
U.S. DISTRICT COURT JUDGE

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 3550 Wilshire Boulevard, Suite 2000 Los Angeles, California 90010-2421.

On **October 14, 2015**, I served the foregoing document described as **STIPULATION FOR ENTRY OF JUDGMENT AGAINST DEFENDANTS MARK THOMAS BATES AND PACIFIC COAST MARKINGS, INC.** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Pacific Coast Markings, Inc.
3104 Sacramento Road
Phelan, CA 92371

Pacific Coast Markings, Inc.
P.O. Box 294906
Phelan, CA 92329

Mark Thomas Bates *dba* Pacific Coast
Markings
3104 Sacramento Road
Phelan, CA 92371

Mark Thomas Bates *dba* Pacific Coast
Markings
P.O. Box 294906
Phelan, CA 92329

Stephen Michael Tornay, Esq.
5 Hutton Centre Dr., Ste. 700
Santa Ana, CA 92707

☒ (By Mail) As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on **October 14, 2015**, at Los Angeles, California.

☒ (Federal Court) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Mary Helen Lopez